



**REQUEST FOR PROPOSALS**

**for**

**Elimination of Abandoned and Blighted Homes Program Implementation  
and Management Services**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
30 South Meridian Street, Suite 1000  
Indianapolis, IN 46204  
<http://www.in.gov/ihcda/>**

**317-232-7777**

**ISSUE DATE: August 14, 2013  
RESPONSE DEADLINE: August 30, 2013, 5:00 PM EST**

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## **PART 1**

## **SCOPE OF THIS REQUEST**

### **1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)**

The Indiana Housing and Community Development Authority (“IHCDA”) seeks to contract with an independent contractor to provide program implementation and management services for the Elimination of Abandoned and Blighted Homes Program funded by the Hardest Hit Fund as detailed in the Scope of Services section of the RFP.

### **1.2 ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

#### **Mission Statement**

IHCDA creates housing opportunity, generates and preserves assets, and revitalizes neighborhoods by investing financial and technical resources in the development efforts of qualified partners throughout Indiana. Our charge is to help communities build upon their strengths to create places with ready access to opportunity, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, local units of government, and nonprofit organizations that use our financing to serve low- and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, made possible through the partnerships we hold with stakeholders throughout Indiana

#### **Overview (for more information visit <http://www.in.gov/ihcda/>)**

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships we have established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and Realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

### **1.3 MINIMUM REQUIREMENTS**

Respondents must meet the following minimum requirements to be deemed responsive to this RFP.

**Credentials**

- Bachelor's degree; and
- Preferably either a Masters degree in Public Administration, Urban Planning, or other professional degree; or
- Preferably five (5) years relevant experience in any of the following areas: the community development industry; banking; community revitalization; or legal and experience working with federal regulations related to housing and community development programs, particularly those administered by the U.S. Department of Treasury or U.S. Department of Housing and Urban Development. Direct experience with community revitalization is preferred.

**Experience**

Additional experience pertaining to the following will also be weighed heavily in the selection process.

- Knowledge of IHCDAs programs and funding streams.
- Knowledge of nonprofit management and grant administration.
- Knowledge of foreclosure process and policy developments in Indiana.
- Knowledge of Hardest Hit Fund policy and program requirements, including eligible activities, national objectives, and compliance and reporting requirements.

## 1.4 SCOPE OF SERVICES

The U.S. Department of the Treasury ("Treasury") established the Housing Finance Agency Innovation Fund pursuant to Sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (P.L. 110-343) for the Hardest-Hit Markets in early 2010 to provide financial assistance to families in the states most impacted by the downturn of the housing market. Subsequently on August 11, Treasury announced that Indiana received \$221.7 million to help unemployed homeowners pay their mortgage. IHCDAs administer the program and use the funding to help families who have fallen behind on their mortgage loans due to the loss of employment. Homeowners experiencing a financial hardship due to unemployment began submitting applications online and over the phone in early 2011. Visit <http://www.877gethope.org/> for more information on the Indiana HHF plan.

The purpose of this RFP is to solicit proposals for a vendor to provide program implementation and management services ranging from the development, implementation and management of the Elimination of Abandoned and Blighted Homes Program (the "Program") which will strategically target residential demolition in five (5) metropolitan areas in accordance with all applicable State and Federal regulations. To date, Ohio and Michigan have successfully requested waivers from the Treasury to implement similar programs utilizing Hardest-Hit Funds.

The primary purpose and goal of the Program is to focus efforts on decreasing foreclosures and stabilizing neighborhoods through the demolition and greening of vacant and abandoned single family structures in five (5) designated areas across Indiana.

IHCDA will work with program partners to identify meaningful indicators that will enable them to track and quantify the Program's impact on designated communities.

In consultation with IHCDA, the respondent, if selected will be responsible for creating, implementing, coordinating, and managing the administration of the Program in the following ways:

- 1.) Create the program guidelines, including but not limited to the following elements: defining Targeted Population/Areas; Property Eligibility Criteria; Ownership/Loan Eligibility Criteria; Program Exclusions; Structure of Assistance; Amount of Assistance per Property; Estimated Number of Properties to be Demolished; and Estimated Duration of the Program.
- 2.) Submit the program guidelines along with any other documentation and/or data required to be submitted to Treasury to request a waiver to utilize Hardest Hit Funds for the Program
- 3.) Coordinate and facilitate at a minimum five (5) public meetings across Indiana to request feedback on developing the program guidelines for the Program.
- 4.) Provide technical assistance regarding use of funds awarded through the Program to all partners regarding Hardest Hit Fund rules and regulations.
- 5.) Develop, enforce, and occasionally review internal control procedures to prevent fraud and monitor compliance with regulations and program guidelines.
- 6.) Make site visits to partners to ensure that program rules and documentation requirements are being followed by partners participating in the program.
- 7.) Coordinate Program activities with the Director of Asset Preservation relating to ensure compliance, develop timelines, and attain goals.
- 8.) Work closely with IHCDA's Operations Department and the Director of Asset Preservation to monitor progress towards commitment and expenditure of all Program funds within Treasury deadlines.
- 9.) Utilize and adapt existing IHCDA systems in order to ensure compliance with all Hardest Hit Fund regulations, which would include but not be limited to:
  - a. Coordinate with IHCDA to ensure that documentation is maintained of all activities in order to demonstrate IHCDA's and partners compliance with Hardest Hit Fund requirements.
  - b. Coordinate with IHCDA to ensure maintenance of all records necessary to facilitate program reviews by Treasury, the Congressional Oversight Panel or the Special Inspector General of the Troubled Asset Relief Program ("SIG TARP"), and the Government Accountability Office ("GAO"). Records must be retained for a period of seven (7) years. .

- c. Coordinate with IHCD A to ensure maintenance of records about the purchase and sales price for each property that is assisted with Program funds.
  - d. Coordinate with IHCD A to collect all information necessary to prepare quarterly performance reports that will be transmitted to Treasury.
  - e. Working with partners to identify and negotiate discount purchase prices for REO properties to be acquired.
- 10.) Ensuring that all of the above services are performed in an efficient and timely manner and delivered with a high level of professionalism as well as in compliance with all applicable State and Federal laws.
- 11.) Prepare board memos and attend IHCD A board meetings as requested by IHCD A to provide updates to IHCD A board of directors regarding the Program.
- 12.) Participate in the creation of the Program's policy and procedures manual.
- 13.) Participate in any monitoring of the Program conducted by U.S. Department of Treasury, SIGTARP, or the GAO. Resolve any concerns and findings identified by Treasury, SIGTARP, or the GAO in a timely and satisfactory manner.

#### 1.5 **FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

QUALIFICATIONS must be submitted in complete original form by post mail or messenger or electronic to the following address:

Mark Neyland  
Director of Asset Preservation  
Indiana Housing and Community Development Authority  
30 South Meridian, Suite 1000  
Indianapolis, IN 46204  
mneyland@ihcda.in.gov

Respondents must provide an original of the Qualifications and supporting material. **The deadline for submission is August 30, 2013 at 5:00 PM EST.**

Qualifications that do not contain all of the required forms/documents as listed in this RFP packet may be determined ineligible for further consideration.

## **PART 2**

## **RFP PROCESS**

### **2.1 SELECTION PROCESS**

Evaluation of all qualifications will be conducted by IHCD. Based on the evaluation criteria, a short list of the highest ranked respondents may be selected and notified to present a demonstration of their qualifications. Separate negotiations will then be conducted with each selected respondent to discuss qualifications. At the conclusion of these negotiations, IHCD will establish a deadline for final offers from each of the selected respondents. Final selection will be at the sole discretion of IHCD.

### **2.2 QUALIFICATION EVALUATION CRITERIA**

The following will be IHCD's primary consideration in the selection process:

1. Compliance with requirements of this RFP
2. An assessment of the respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP
3. Demonstration of experience of the respondent in real estate financing, community development and revitalization, banking, or related industries.
4. Strength of client references
5. Demonstrated understanding of Hardest Hit Fund and proposed strategy for management.
6. Competitive fee structure

### **2.3 SELECTION CRITERIA**

#### **Section 1: Organizational Information**

- Demonstrated organizational knowledge of and experience with community revitalization work.

#### **Section 2: Service Delivery Plan**

- Resource organization and allocation strategy is sufficient to ensure the successful completion of the required volume of monitoring in the allotted time period.
- Implementation strategy is sufficient to ensure all activities are completed correctly, completely, and in accordance with applicable regulations and program requirements.
- Strategy to evaluate, communicate and report activities is sufficient to ensure all contracted entities are aware of, and responsive, to technical expectations.

#### **Section 3: Projected Budget**

- The budgeted resources, cost centers, and expense amounts are appropriate for identified activities and are sufficient to initiate and complete all management services.

### **2.4 RFP SUBMISSION ITEMS**

Respondents submitting qualifications should be authorized to do business in the State of Indiana and have a favorable business reputation. Please address each item applicable to your experience under each category heading. Attach sheets as necessary with the name of your business shown on each page. The Certification of Company at the end of this RFP must be completed and should accompany your written attachments.

1. Quality and Experience
  - a. Detailed proof of the ability to provide service
  - b. Experience; if respondent is a company, provide experience of principals and staff
2. Proposed management strategy for the Program
3. Detailed procedure to accomplish stated goals and objectives.
4. Proposed Fee Structure
5. Listing of Current References with contact information

## **PART 3**

## **TERMS AND CONDITIONS**

### **3.1 STATE POLICIES**

1. **Ethical Compliance:** By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training course conducted by the State of Indiana.
2. **Confidential Information:** respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information.
3. **Taxes, Fees and Penalties:** By submitting a proposal a respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCD of any such actions.
4. **Conflict of Interest** - Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection



with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's Contract. An award will not be made where an actual conflict of interest exists. IHCD A will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCD A, should IHCD A select respondent. Further, IHCD A reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.

### 3.2 RFP TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

1. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
2. IHCD A expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
3. IHCD A reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
4. IHCD A reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
5. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCD A may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
6. In no event shall any obligations of any kind be enforceable against IHCD A unless and until a written agreement is entered into.
7. Each respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
8. By submitting a response to this request, each respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of a respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
9. IHCD A reserves the right not to award a contract pursuant to the RFP.
10. All items become the property of IHCD A upon submission and will not be returned to the respondent.
11. IHCD A reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
12. The respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
13. A copy of IHCD A's Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, respondent acknowledges the acceptance of IHCD A's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.

**ELIMINATION OF ABANDONED AND BLIGHTED HOMES PROGRAM  
IMPLEMENTATION AND MANAGEMENT SERVICES**

**3.3 QUALIFICATION COVER SHEET**

Name of Individual,  
Firm or Business:

Address:

Phone Number:  
Fax Number:  
Web Site Address:

QUALIFICATION  
Contact Person:

Title:  
Email Address:

Contract Signatory  
Authority:

Title:

## INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

### 3.4 CERTIFICATION OF BIDDER

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP.

I \_\_\_\_\_ am the \_\_\_\_\_ of the (type name of signatory authority) corporation, partnership, association, or other entity named as company and respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm name: \_\_\_\_\_